

RESOLUTION OF THE BOSTON REDEVELOPMENT AUTHORITY
RE: PROCLAIMER OF MINOR MODIFICATIONS OF THE
URBAN RENEWAL PLAN OF THE DOWNTOWN-WATERFRONT-
FANEUIL HALL URBAN RENEWAL AREA
PROJECT NO. MASS. R-77

WHEREAS, the Urban Renewal Plan for the Downtown-Waterfront-Faneuil Hall Urban Renewal Area, Project No. Mass. R-77, was adopted by the Boston Redevelopment Authority on April 24, 1964, and approved by the City Council of the City of Boston on June 8, 1964, and requires the development of land in compliance with regulations and controls of the Plan; and

WHEREAS, Section 1101 of said Urban Renewal Plan entitled "Modification", provides that the Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority without further approval provided that the proposed modifications do not substantially or materially alter or change the Plan; and

WHEREAS, the Proposed Land Use Map, Exhibit B to the Downtown-Waterfront-Faneuil Hall Urban Renewal Plan, as amended, shows Parcels A-6 and A-7 as separate but adjoining parcels; and

WHEREAS, Section 503 of said Urban Renewal Plan, as amended, entitled "Specific Land Use and Building Requirements" designates the proposed land uses for Parcel A-6 as Residential, General Business and General Office uses, and designates the proposed land uses for Parcel A-7 as General Office, General Business, Transient Housing and Institutional Uses; and

WHEREAS, expanding Parcel A-7 so as to include Parcel A-6 is desirable in that it minimizes the impact of the proposed hotel construction both upon the historic buildings now situated upon Long Wharf and the waterfront area in general; and,

WHEREAS, the Authority is cognizant of Chapter 30, Section 61 and Section 62 of the Massachusetts General Laws, as amended, with respect to minimizing and preventing damage to the environment.

NOW, THEREFORE, BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the Proposed Land Use Map, as amended, be further amended by expanding Parcel A-7 so as to include therein Parcel A-6.
2. That Section 503, as amended, be further amended by deleting from the Table of Land Use and Building Requirements all references to Parcel A-6 and Parcel A-7 and inserting in lieu thereof the following requirements:

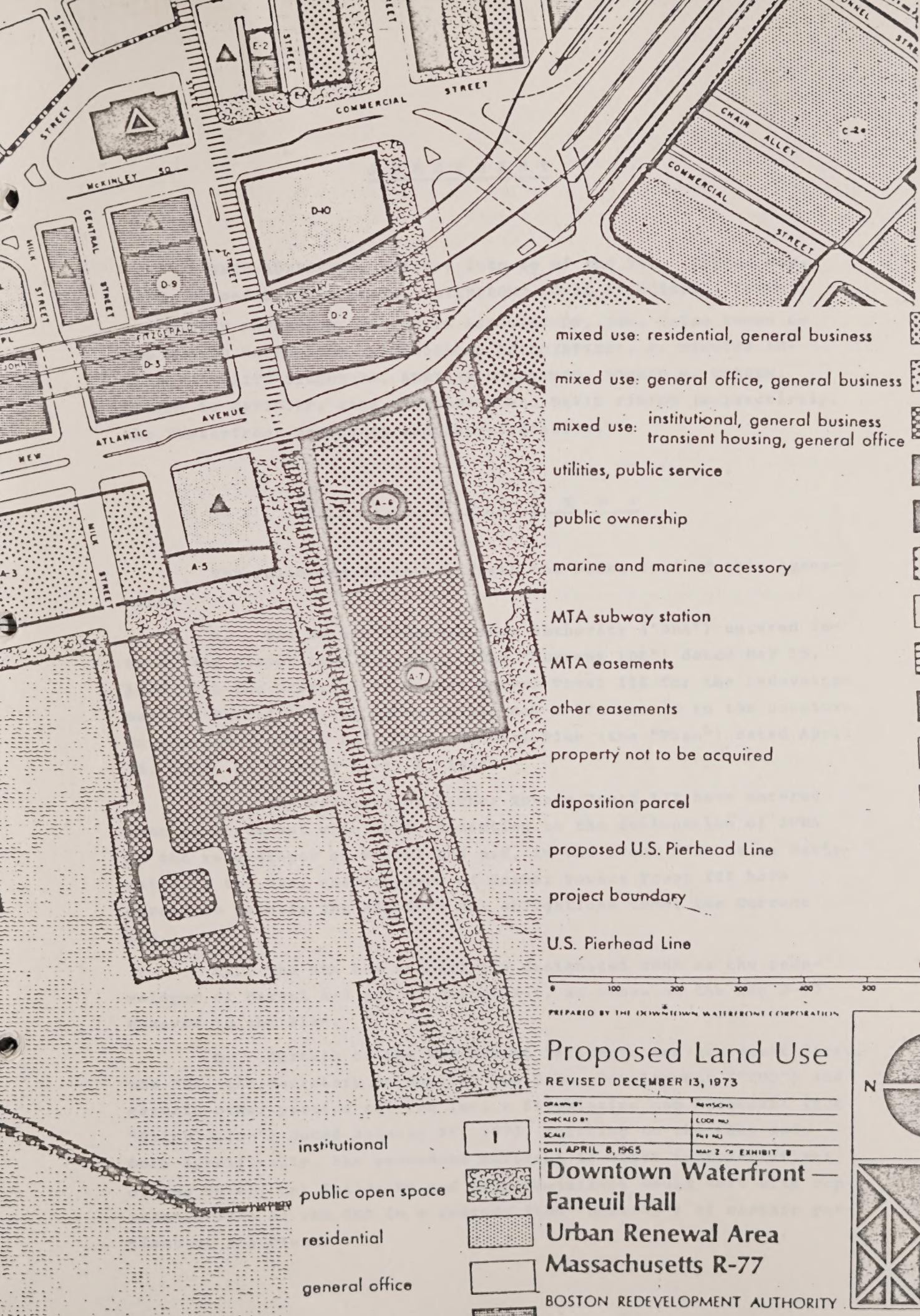
Site Designation: Expanded Parcel A-7
(Parcels A-6, A-7)

Permitted Uses: General Office
General Business
Transient Housing
Institutional

Maximum Building Height: 85' (A-7)
150' (A-6)

Maximum Floor Area Ratio:	5
Minimum Parking:	-1/
Vehicular Access:	---
Arcades or Ground Floor Setbacks :	-----

3. That the proposed modifications are found to be minor modifications which do not substantially or materially alter or change the Plan.
4. That it is hereby found and determined that the Minor Modifications of the Plan will not result in significant damage to or impairment of the environment and further, that all practicable and feasible means and measures have been taken and are being utilized to avoid and minimize damage to the environment.
5. That all other provisions of said Plan not inconsistent herewith be and hereby are continuing in full force and effect.
6. That the Director be and hereby is authorized to proclaim by certificate these minor modifications of the Plan, all in accordance with the provisions of the Urban Renewal Handbook RHM 7207.1



A G R E E M E N T

THIS AGREEMENT, entered into as of the 9th day of May, 1975, by and between BOSTON WATERFRONT HOTEL ASSOCIATES ("BWHA") and BOSTON WATERFRONT RESIDENTS ASSOCIATION, INC. (also known as the BOSTON WATERFRONT NEIGHBORHOOD ASSOCIATION), J. TIMOTHY ANDERSON, MORITZ BERGMEYER, ADRIANA GIANTURCO, RONALD W. CORNEW, ROBERT L. DAVIDOFF, JACK M. ROBERTS and DAVID SINTON (collectively, the "Waterfront Residents and Representatives");

W I T N E S S E T H :

The following facts set forth the background of this Agreement:

A. The Boston Redevelopment Authority ("BRA") entered into a Land Disposition Agreement (the "Current LDA") dated May 15, 1970 with the Trustees of Harbor Towers Trust III for the redevelopment of Parcel A-7, as shown on the Map R-77 annexed to the Downtown Waterfront - Faneuil Hall Urban Renewal Plan (the "Plan") dated April 15, 1964, as amended April 8, 1965.

B. The Trustees of Harbor Towers Trust III have entered into an agreement with BWHA consenting to the designation of BWHA as the redeveloper of Parcel A-7 and, in the event BWHA is so designated by the BRA, the Trustees of Harbor Towers Trust III have agreed to release the BRA from all obligations under the Current LDA.

C. The BRA has tentatively designated BWHA as the redeveloper of Parcel A-7 and of Parcel A-6, as shown on the Map R-77 annexed to the Plan.

D. Certain of the Waterfront Residents and Representatives, the BRA, the Secretary of Housing and Urban Development ("HUD") and certain other parties entered into a Stipulation and Agreement (the "Stipulation") dated January 25, 1973, relating to the Plan and, more specifically, the procedure pursuant to which representatives of the Waterfront Residents and Representatives would work with representatives of the BRA in a restudy (the "Restudy") of certain portions of the Plan.

E. In the process of the Restudy, the Restudy Committee was advised of the plans for redevelopment of Parcel A-7 and, as a direct result of the Restudy, agreement was reached on a change in the size of an hotel at one time proposed to be constructed on Parcel A-7. For some years, the plans for such hotel included a building sufficient to accommodate approximately five hundred fifty (550) guest rooms and containing approximately three hundred fifty (350) parking spaces. BWHA agreed, however, to a scaling down to approximately a three hundred fifty-eight (358) room hotel containing fifty (50) parking spaces, and a change in the bulk of the structure to be built consistent with that change.

F. Subsequent to the scaling down of the hotel structure proposed to be constructed on Parcel A-7, the BRA Staff concluded that further reworking of the design of the hotel development should be undertaken with a view toward improving the integration of the hotel, from both an architectural and physical standpoint, into its surrounding environment. Intensive work on the redesign took place during late 1973 and 1974, and agreement was reached on certain design changes so as to assure that visual access to the harbor and the pedestrian "walk to the sea" would be preserved.

G. In late 1974, certain of the Waterfront Residents and Representatives approached BWHA and indicated that, although they were not opposed in principle to the development of an hotel on Parcel A-7 and although the result of the redesign process spanning several years was, in their perspective, superior to the larger hotel structure originally proposed in 1965, they were still not entirely happy with the final design of the hotel proposed to be constructed on Parcel A-7.

It was suggested, however, that, if BWHA could develop an hotel on Parcel A-7 and a portion of Parcel A-6, thereby removing a substantial portion of the hotel "core" and mass back from the Gardner Building and the Custom House, the Waterfront Residents and Representatives would affirmatively support the development.

H. BWHA has considered development of an hotel on both Parcel A-6 and Parcel A-7 and has tentatively concluded that such a shift in the location of the proposed hotel, with certain design changes appropriate to make the structure fit the larger land area, is feasible. However, BWHA is unwilling to explore such further change in the location and design of the proposed hotel which evolved

from the Restudy and redesign work with the BRA unless BWHA is assured that the Waterfront Residents and Representatives will support development of an hotel which conforms with the location, size, height, length, width and massing limitations and standards, and land uses ancillary thereto, all as described in Paragraph 1 below. For convenience of reference, the term "Hotel", as hereinafter used, means an hotel, and land uses ancillary thereto, which meet the requirements of, or as described in, Paragraph 1 below.

NOW, THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration in hand this day paid by each of the parties hereto to the others of them, the receipt and sufficiency of which is hereby severally acknowledged, BWHA and the Waterfront Residents and Representatives agree as follows:

1. BWHA hereby agrees to seek approval of the BRA, HUD and all other agencies having jurisdiction over the project for the expansion of Parcel A-7 to include both Parcel A-6 and Parcel A-7 ("Expanded Parcel A-7"), for the acquisition by BWHA of Expanded Parcel A-7 and for the redevelopment thereof for the Hotel.

(a) BWHA further agrees that the location, size, height, length, width and massing of elements of the Hotel, and the land uses on Expanded Parcel A-7 (all of which characteristics and land use pattern being hereinafter referred to as the "General Design" of the Hotel), shall be consistent with the Land Use Diagram (Sheet No. 1), the Height Controls Diagram (Sheet No. 2), and the photographs (marked Exhibits A-1 through A-4, inclusive), annexed here-to prepared by the Pard Team, which Diagrams and photographs are hereinafter collectively referred to as the "Diagrams". Structures not in existence as of the date of this Agreement shown on such photographs, other than the Hotel on Expanded Parcel A-7, are included for reference only and this Agreement shall not bind either party hereto in any manner whatsoever to support the development of such other structures. However, nothing in the foregoing shall be construed as requiring the Hotel, as built, to be precisely in conformity with the Diagrams and, in any case, elements of the Hotel may be lower or smaller than as prescribed by the General Design, but in no event shall elements of the Hotel, other than mechanical and stairway penthouses, vary from the Diagrams beyond the following limitations:

(i) No element on Parcel A-6 and the bridge connecting Parcel A-6 with Parcel A-7 shall be increased in height more than five percent (5%) of the elevation above grade of such

element as shown on the Diagrams, and the elevation of no element on Parcel A-7 shall exceed the elevation above grade of such element as shown on the Diagrams;

- (ii) No element shall be more than five percent (5%) longer than as shown on the Diagrams, wherever the element is above grade; and
- (iii) No element shall be more than five percent (5%) wider than as shown on the Diagrams, wherever the element is above grade.

For the purposes of the preceding sentence, with reference to the elements of the Hotel other than the garage suitably identified on the Height Controls Diagram, "grade" is Established Base Elevation plus 17.00 Boston City Base as established on the Height Controls Diagram (Sheet No. 2) annexed hereto; as to that part of the Hotel identified on the Height Controls Diagram as "garage", "grade" is Established Base Elevation plus 21.00 Boston City Base as established on the Height Controls Diagram (Sheet No. 2) annexed hereto. In addition, BWHA agrees not to construct any permanent structures above grade within the arcade areas on Expanded Parcel A-7 as established by the final design (hereinafter defined) of the Hotel, but the term "permanent structures" shall, without limitation, expressly exclude building columns which may be located within such arcade areas.

(b) The Hotel structure to be built on Expanded Parcel A-7 shall contain approximately three hundred sixty (360) guest rooms, but in no event more than three hundred ninety-five (395) guest rooms, and parking spaces for approximately two hundred (200) automobiles, but in no event for more than two hundred twenty-five (225) automobiles.

Without in any way derogating from the limitations and agreements set forth in subparagraphs (a) and (b) above, it is understood and agreed that the design objective of BWHA is to create a structure compatible with adjacent buildings of historic importance, but that the final design of the Hotel to be constructed on Expanded Parcel A-7 must be approved by the BRA. Accordingly, it is understood and agreed that the final design of the Hotel, including, without limitation, the design detail and the exterior treatment of the structure, must necessarily be subject to changes required by the BRA during its design review process, and that all such changes and determinations of the BRA whether the final design of the Hotel is satisfactory and meets such requirements of compatibility shall be final.

and binding on all parties hereto, provided, however, that (i) any modifications to the General Design, as defined in this Agreement, and to the number of rooms and parking spaces are consistent with and subject to the limitations set forth in subparagraphs (a) and (b) above, and (ii) that the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials). However, BWHA agrees to join with the Waterfront Residents and Representatives in requesting the BPA to implement the procedure set forth in Paragraph 2 of the Amendment to the Stipulation to which reference is made below, so as to afford the Waterfront Residents and Representatives the opportunity to make suggestions and to review and comment to the BRA upon any design detail which may be proposed during the design review process, as well as the exterior treatment of the structure. Further, BWHA affirmatively agrees with the Waterfront Residents and Representatives not to agree to a final design unless the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials).

2. The Waterfront Residents and Representatives hereby acknowledge their support of the development on Expanded Parcel A-7 of the Hotel, as contemplated by the provisions of Paragraph 1 above. Accordingly, the Waterfront Residents and Representatives hereby agree to affirmatively support development of the Hotel on Expanded Parcel A-7 at all public hearings of which the Waterfront Residents and Representatives receive written notice reasonably in advance of such hearings, and otherwise to cooperate with BWHA in order to expedite issuance of all necessary approvals, permits, etc., to enable construction of the Hotel to commence as soon as possible, but nothing in this sentence shall derogate from the right of the Waterfront Residents and Representatives to object to any design detail during the design review process, as set forth in Paragraph 1 above.

Consistent with the foregoing, but without limiting the generality thereof, the Waterfront Residents and Representatives acknowledge that the inclusion of Parcel A-6 into Expanded Parcel A-7 and the shift in the location of the Hotel onto Expanded Parcel A-7, and the General Design, as described in Paragraph 1 above, do not constitute a substantial or material alteration or change in the Plan, and the Waterfront Residents and Representatives agree to take

no action inconsistent with a determination that the inclusion of Parcel A-6 into Expanded Parcel A-7 and such change in the location and General Design of the Hotel do not involve a major federal action so as either to require the approval of HUD or the Boston City Council, or to cause the National Environmental Policy Act or the National Historic Preservation Act to be applicable to the Hotel development. Further, the Waterfront Residents and Representatives agree to take no action inconsistent with the determination by the BRA and any other agency with jurisdiction over the project that development of the Hotel does not require the filing of an environmental impact statement under Chapter 30, Sections 61 and 62 of the Massachusetts General Laws, the so-called Massachusetts Environmental Impact Law.

3. As soon as reasonably practicable after the execution of this Agreement, the Waterfront Residents and Representatives shall execute an Amendment to the Stipulation in the form annexed hereto, it being contemplated by BWHA that other parties to the Stipulation will, likewise, execute such Amendment. However, nothing in this Agreement shall require BWHA to secure the agreement of all other parties to the Stipulation to such Amendment.

4. It is recognized by all parties to this Agreement that BWHA has agreed to pursue the development of the Hotel on Expanded Parcel A-7 without first obtaining any assurances that all necessary approvals, permits, etc., for such development will be granted without material delay. Accordingly, it is expressly understood and agreed that, at any time prior to the commencement of construction of the Hotel on Expanded Parcel A-7, as contemplated by this Agreement, BWHA shall have the right to terminate this Agreement, by delivering written notice of its intention so to do to counsel for the Waterfront Residents and Representatives, if BWHA fails to obtain all necessary approvals, permits, etc., for the proposed development or if the proposed development is not economically feasible or appropriate financing for the same cannot be obtained within a reasonable time; and in the event such notice of intention to terminate is given by BWHA, this Agreement shall terminate fifteen (15) days after the date of such notice. It is further expressly agreed that nothing in this Agreement shall be construed as obligating BWHA to proceed with development of the Hotel.

However, if such notice of termination is given by BWHA, neither BWHA nor the Waterfront Residents and Representatives shall have any further obligation under this Agreement; without limitation, the Waterfront Residents and Representatives shall have the right to withdraw from the Amendment to the Stipulation annexed here-to, and shall have the right to contest or challenge any development on Parcel A-6 and Parcel A-7 with the same force and effect as if this Agreement had never been entered into.

If this Agreement is not so terminated, however, BWHA shall be bound by all of the terms, conditions and provisions here-of, as if the General Design were an equitable servitude running with the land, enforceable in the same fashion as restrictions on the land are enforceable under Chapter 184 of the General Laws of the Commonwealth of Massachusetts, but the only remedy for any breach of this Agreement by BWHA shall be specific enforcement of the provisions hereof.

5. All rights and obligations of the parties hereto under this Agreement shall inure to the benefit of and be binding upon their respective successors and assigns, but BWHA, and its successors in title to Expanded Parcel A-7, shall be liable only for breaches of this Agreement occurring during its or their ownership of Expanded Parcel A-7.

This instrument may be executed in any number of counterpart copies, each of which counterpart copies shall be treated as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto have caused this in-

-----END OF PAGE 7-----

strument to be duly executed, under seal, as of the day and year
first above written.

BOSTON WATERFRONT HOTEL ASSOCIATES

By Stanley R. Barnes
Stanley, R. Barnes
Hereunto duly authorized

BOSTON WATERFRONT RESIDENTS ASSOCIA-
TION, INC.

By Adriana Gianturco
Its President
Hereunto duly authorized

Timothy Anderson
Timothy Anderson

Moritz Bergner
Moritz Bergner

Adriana Gianturco
Adriana Gianturco

 Ronald W. Cornew
Ronald W. Cornew

Robert L. Davidoff
Robert L. Davidoff

Jack M. Roberts
Jack M. Roberts

David Sinton
David Sinton

UNITED STATES DISTRICT COURT

DISTRICT OF MASSACHUSETTS

BOSTON WATERFRONT RESIDENTS'
ASSOCIATION, INC., ET ALI,

Plaintiffs

vs.

CIVIL ACTION NO.

CARLA HILLS, ET AL.,

Defendants

No. 72-1157-LC

AMENDMENT TO STIPULATION AND AGREEMENT

WHEREAS, all of the parties to the above-entitled action entered into a STIPULATION AND AGREEMENT (the "Stipulation") dated January 25, 1973, pursuant to which the parties agreed that, upon approval of the Stipulation by the Court, the Stipulation shall have the force and effect of an Order of the Court:

WHEREAS, the Stipulation was approved by the Court:

WHEREAS, the provisions of the Stipulation relative to the redevelopment of Parcel A-6 and Parcel A-7, including, without limitation, the provisions of Paragraph 11 thereof have been carried out in good faith by all the parties thereto;

WHEREAS, certain residents and representatives of the Downtown Boston Waterfront Area have suggested that, although the result of the redesign process for development of an hotel on Parcel A-7 is, in their perspective, superior to the larger

hotel structure originally proposed, it would be preferable to develop the hotel on Parcel A-7 and all or a portion of Parcel A-6, thereby moving a substantial portion of the hotel "core" and mass back from the Gardner Building and the Custom House;

WHEREAS, the tentatively designated redeveloper of Parcel A-6 and Parcel A-7 has entered into an agreement (the "Agreement") dated May 9 , 1975, a copy of which is annexed hereto as Exhibit A, made a part hereof and incorporated herein by reference, with the plaintiffs named in the Stipulation and certain other residents and representatives of the Downtown Boston Waterfront Area, relative to certain changes in the location (to Expanded Parcel A-7, as defined in the Agreement) and general design of the hotel, i.e., size, height, length, width and massing, from the location and design previously approved by the Boston Redevelopment Authority in accordance with the procedures set forth in the Stipulation;

WHEREAS the parties hereto now desire to amend the Stipulation to incorporate the change in the size of Parcel A-7 and in the location of the hotel to be constructed thereon, and the other changes in the general design of the hotel appropriate to make the structure fit the larger land area, all as more fully described in the Agreement. For convenience of reference, the term "Hotel", as hereinafter used, means an hotel, and land uses ancillary thereto, which meet the requirements of, or as described in, Paragraph 1 of the Agreement;

NOW, THEREFORE, all of the parties to the Stipulation hereby enter into this AMENDMENT TO STIPULATION AND AGREEMENT and agree as follows:

1. All of the provisions of the Agreement and the Exhibits thereto are hereby approved.

2. It is understood and agreed that the final design of the Hotel to be constructed on Expanded Parcel A-7 must be approved by the Boston Redevelopment Authority. Accordingly, it is understood and agreed that the final design of the Hotel, including, without limitation, the design detail and the exterior treatment of the structure, must necessarily be subject to changes required by the Boston Redevelopment Authority during its design review process, and that all such changes and determinations of the Boston Redevelopment Authority as to the final design of the Hotel shall be final and binding on all parties hereto, provided, however, (i) that any modifications to the General Design, as defined in the Agreement, and to the number of rooms and parking spaces are consistent with and subject to the limitations set forth in subparagraphs 1(a) and 1(b) of the Agreement, and (ii) that the facade called for by the final design is of masonry and glass materials (aside from incidental elements of other materials).

However, the Boston Redevelopment Authority recognizes the plaintiffs' special concern for and unique involvement in the redevelopment of Parcel A-7, as evidenced by the Agreement between the plaintiffs and the tentatively designated redeveloper. In view

of the Agreement, the procedures previously set forth and agreed upon in the Stipulation and the importance of minimizing any further delay in the redevelopment of a vital part of the Downtown Boston Waterfront, the Boston Redevelopment Authority agrees to designate a representative thereof to meet at least bi-weekly with three representatives of the plaintiffs and a representative of the tentatively designated redeveloper of Expanded Parcel A-7, both to report on the current status of the design review process for the Hotel and to afford the plaintiffs an opportunity both to provide suggestions and to review and comment upon the design detail as well as the exterior treatment which may be proposed for the Hotel. The Boston Redevelopment Authority shall consider in good faith any suggestions, comments and recommendations made by such representatives of the plaintiffs during the design review process. Prior to final approval by the Boston Redevelopment Authority of the proposed final design of the Hotel, such representatives of the plaintiffs shall also be given the opportunity to make written suggestions, comments and recommendations on such proposed final design, and, in the event any such written suggestions, comments and recommendations are not acceptable, the Boston Redevelopment Authority agrees to notify such representatives of the plaintiffs in writing of the reasons why any such suggestions, comments and recommendations on the proposed final design are not acceptable. The Boston Redevelopment Authority's good faith determinations after complying with the procedures herein set forth shall be final and binding on all of the parties.

3. The Agreement provides, in Section 4 thereof, that the tentatively designated redeveloper has the right, in the circumstances therein set forth, to terminate the Agreement. If the redeveloper shall exercise such right of termination and a copy of the notice in which such right of termination is exercised is deposited with the Court, this AMENDMENT TO STIPULATION AND AGREEMENT shall, likewise, be treated as having been terminated with the same force and effect as if this AMENDMENT TO STIPULATION AND AGREEMENT had never been entered into.

4. This AMENDMENT TO STIPULATION AND AGREEMENT, signed by the attorneys for all of the parties hereto, shall be filed with the Court, and upon approval by the Court, this AMENDMENT TO STIPULATION AND AGREEMENT shall have the force and effect of an Order of Court, all as if the Stipulation as originally filed with the Court had included the provisions hereof.

The within AMENDMENT TO STIPULATION AND AGREEMENT, consisting of five (5) pages and two (2) signature pages, numbers 6 and 7, is hereby executed by counsel for each party this _____ day of _____, 1975.

BOSTON WATERFRONT RESIDENTS ASSOCIATION,
INC., J. TIMOTHY ANDERSON, MORITZ
BERGMEYER, GEORGE MUTRIE, RONALD W.
CORNEW, ROBERT L. DAVIDOFF and JACK M.
ROBERTS

By their attorney,

BOSTON REDEVELOPMENT AUTHORITY, ROBERT T.
KENNEY, Executive Director of the Boston
Redevelopment Authority, ROBERT L. FARRELL,
JAMES G. COLBERT, PAUL J. BURNS, JAMES
FLAHERTY and JOSEPH J. WALSH, Members of
the Boston Redevelopment Authority

By their attorney,

James J. Myers
Gadsby & Hannah

CARLA HILLS, Secretary of Housing and
Urban Development, HAROLD G. THOMPSON,
Acting Administrator of Region I of H.U.D.,
WILLIAM HERNANDEZ, Director of the Boston
Area Office of H.U.D.

By their attorney,

Assistant U. S. Attorney

May 26, 1975

RICHARD THUMA, Boston Building Commissioner and JOHN CASAZZA, Commissioner of Public Works for the City of Boston

By their attorney,

Assistant Corporation Counsel
City of Boston Law Department

JOHN J. CARROLL, Commissioner of Public Works for the Commonwealth of Massachusetts

By his attorney,

Deputy Attorney General

On September 23, 1973, the Boston Waterfront Residents Association filed a complaint in the Massachusetts Superior Court against the developer of the 100 Brattle Street project, for purposes of developing a hotel on that parcel. The original plan for the hotel included 350 rooms and 300 parking spaces.

As part of the notice papers required by the Massachusetts Superior Court, the BWAR served to determine the scope and nature of the project. It was determined that a smaller hotel was more acceptable than that originally proposed. After consulting with the developer, the BWAR and the developer agreed on the proposed hotel on an expanded Parcel A-7. The original building footprint of the hotel on the expanded Parcel A-7 has been reduced by approximately 10,000 square feet and is that the new proposed hotel will have a compactly arranged design for the maximum site radius, its impact on the adjacent buildings located on Long Wharf. The proposed hotel will include between 150 rooms and parking spaces for between 200 to 275 cars.

The BWAR and the DAG have entered into a formal agreement, a copy of which is attached, which states that the developer of the 100 Brattle Street hotel on the expanded Parcel A-7 and the BWAR will jointly file a complaint in the Massachusetts Superior Court against the developer of the 100 Brattle Street hotel and provides the developer with a commitment to the BWAR that the developer will not commence the sale and construction of the hotel prior to

May 29, 1975

3104

MEMORANDUM

TO: BOSTON REDEVELOPMENT AUTHORITY
FROM: ROBERT T. KENNEY, DIRECTOR
SUBJECT: DOWNTOWN-WATERFRONT-FANEUIL HALL URBAN RENEWAL AREA
PROJECT NO. MASS. R-77
AUTHORIZATION TO EXECUTE AMENDED STIPULATION AND AGREEMENT AND
PROCLAIMER OF MINOR MODIFICATIONS OF THE URBAN RENEWAL PLAN
DISPOSITION PARCEL A-6 AND A-7

SUMMARY: The Boston Waterfront Hotel Associates (BWHA), and the Boston Waterfront Residents Association, Inc. (BWRA) have submitted a new design for the hotel proposed to be constructed on Parcel A-7. The new design requires the expansion of Parcel A-7 by amending a Stipulation and Agreement concerning the above-captioned Urban Renewal Project and an amendment to the subject urban renewal plan.

On January 25, 1973, the Boston Waterfront Residents Association, HUD, the City and the Boston Redevelopment Authority, were parties to a Stipulation and Agreement regarding the development of the above-captioned urban renewal project, which Stipulation and Agreement was duly filed with the Federal District Court on March 14, 1973.

On September 20, 1973, the Boston Waterfront Hotel Associates was substituted as the tentatively designated redeveloper of Parcel A-7 in the subject urban renewal area, for purposes of developing a hotel on that Parcel. The original design of the hotel included 550 rooms and 350 parking spaces.

As part of the restudy process required by the Stipulation and Agreement, the BWHA agreed to re-examine the scope and nature of the project. It was determined that a smaller scale was more acceptable than that originally proposed. After continuing re-evaluation, the BWHA and the BWRA have submitted a new design for the proposed hotel on an expanded Parcel A-7. This scheme providing for the development of the hotel on the expanded Parcel A-7 has been reviewed by the BRA design review staff which agrees that the new proposal would allow a significantly improved design for the building, while reducing its impact on the historic buildings located on Long Wharf. The new proposal would include between 360-395 rooms and parking spaces for between 200 to 225 cars.

The BWHA and the BWRA have entered into a formal agreement, a copy of which is attached, which calls for the development of the smaller scale hotel on the expanded Parcel A-7 and creates obligations on the part of each party to support the new proposal. The Agreement allows for continued BRA design review with the responsibility for final development determinations by the Authority, and proposes the execution of an amendment to the January 25, 1973, Stipulation and Agreement so as to incorporate therein the terms and conditions of the BWHA-BWRA Agreement.

In view of the foregoing, it is recommended that the Authority at this time, authorize the execution and filing of the amended Stipulation and Agreement, as proposed. An appropriate Vote for such authorization is attached.

In order to proceed with the new design, it will be necessary to amend the subject urban renewal plan to expand Parcel A-7 so as to include therein Parcel A-6 and to provide that the use and dimensional restrictions applicable to Parcel A-7 shall apply to Parcel A-6, except that the maximum building height limitation previously applicable to Parcel A-6 shall continue to be applicable to that portion of Expanded Parcel A-7 which was previously known as Parcel A-6. It has been determined that these modifications are minor in nature in that they do not constitute fundamental changes in the overall project and do not materially or substantially alter or change the plan.

An appropriate Resolution for the minor modifications is also attached.

Attachments

